



## STAFF REPORT

DATE: December 17, 2019  
CONSENT

**AGENDA ITEM:** Rocco's Pizza Lease Amendment

**SUBMITTED BY:** Kristina Handt, City Administrator

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### **BACKGROUND:**

The city council approved a lease for Rocco's Pizza in May 2018. Since that time the business has inquired about a larger space to accommodate their growth. The city has a larger space available in the Brookfield building after a recent vacancy.

### **ISSUE BEFORE COUNCIL:**

Should the City Council approve the lease amendment with Rocco's Pizza?

### **PROPOSAL DETAILS/ANALYSIS:**

Included in your packet is a proposed lease amendment which has been drafted by the City Attorney. The changes to the lease include identifying the larger space and an increase in the monthly rent to \$600 beginning December 1, 2019.

### **FISCAL IMPACT:**

Additional \$2,400 annually.

### **OPTIONS:**

- 1) Approve the proposed lease amendment
- 2) Amend and then approve the lease amendment

### **RECOMMENDATION:**

If removed from the consent agenda:

*Motion to approve the lease amendment with Rocco's Pizza*

### **ATTACHMENTS:**

- Lease Agreement Amendment

## **AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (“**Amendment**”) is made as of November \_\_, 2019 (the “**Effective Date**”), by and between the City of Lake Elmo, a Minnesota municipal corporation (the “**Landlord**”) and Rocco’s Pizza, Inc., a Minnesota corporation (the “**Tenant**”) (each referred to herein as a “**Party**” and collectively the “**Parties**”).

### **RECITALS**

**WHEREAS**, the Parties entered into that certain Lease Agreement dated June 1, 2018 (the “**Lease**”) for approximately 350 rentable square feet of space within the property owned by Landlord located 3880 Laverne Avenue North, Lake Elmo, Minnesota 55042 (the “**Building**”);

**WHEREAS**, Landlord and Tenant now desire to amend the Lease to allow tenant to relocate to a different suite within the Building upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, Landlord and Tenant hereby agree as follows:

### **AGREEMENT**

1. **Recitals.** The foregoing recitals shall be and are hereby incorporated into and made a part of this Amendment.
2. **Defined Terms.** Unless otherwise defined herein, each capitalized term used in this Amendment shall have the same meaning ascribed to such term in the Lease.
3. **The Premises.** The parties have agreed to allow Tenant to relocate within the Building to a suite down the hall which will continue to be referred to as Suite 140 and will now be described as follows:

That certain rental space in a building owned by the Landlord and located on the North 350.18 feet of Lot One (1), Block Two (2), BROOKMAN ADDITION, County of Washington, State of Minnesota which rental space totals 540 square feet; of which is located on the 1st floor of the building and known as Suite 140; the post office address of said building is 3880 Laverne Avenue North, Lake Elmo, Minnesota 55042.

(the “**Premises**”)

4. **Rent.** For its use of the Premises, the Tenant shall pay to the Landlord, during the term of the Lease, monthly rent in the sum of \$600.00. Rent shall be paid by the Tenant to the Landlord on the first day of each month, beginning on December 1, 2019.
5. **Ratification.** Except as specifically modified by this Amendment, the parties hereby ratify and affirm the Lease.

6. **Binding Effect.** This Amendment amends and supplements the Lease. If there is a conflict between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control. As of the Effective Date, this Amendment shall be binding upon and inure to the benefit of Landlord, Tenant and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the day and year first above written.

**TENANT:**  
**ROCCO'S PIZZA, INC.**

**LANDLORD:**  
**CITY OF LAKE ELMO**

By: \_\_\_\_\_  
Jim Bauer  
Its: President

By: \_\_\_\_\_  
Mike Pearson  
Its: Mayor

By: \_\_\_\_\_  
Julie Johnson  
Its: City Clerk